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April 29, 2010  
Addendum No. 2  
to

Request for Qualifications dated April 7, 2010,  
for Climate Initiatives Public Outreach Program

Dear Consultant:

This letter is Addendum No. 2 to the Climate Initiatives Public Outreach Program (RFQ) dated April 7, 2010, as amended on April 22, 2010. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFQ is revised as follows:

| <u>Addendum</u> | <u>Reference</u>   | <u>Change</u>   |
|-----------------|--|---|
| <u>Item</u>     |  |   |
| 1               | RFQ, <u>Letter of Invitation</u> , Disadvantaged Business Enterprise Participation, Paragraph 2, Page 2    | <i>Each Task Order awarded by MTC will include a specific scope of work and Underutilized Disadvantaged Business Enterprise (UDBE) goal based on the areas identified in Appendix A, <u>Summary of Anticipated Work</u>. MTC has established an overall Underutilized Disadvantaged Business Enterprise (UDBE) project goal of <b>14%</b> for contracts entered into as a result of this RFP. Respondents are required to document their activities in the solicitation and selection of subconsultants on <i>Appendices E-3, E-4, and E-5</i>, the Local Agency Proposer UDBE Information (Consultant Contracts), Local Agency Proposer DBE Information (Consultant Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see <i>Section IV.G</i> of the RFP and <i>Appendix E</i>.</i> |
| 2               | RFQ, IV. General Conditions, Article G, Disadvantaged Business Enterprise (DBE) Policy Paragraph 2, Page 8 | <i>Each Task Order awarded by MTC will include a specific scope of work and Underutilized Disadvantaged Business Enterprise (UDBE) goal based on the areas identified in Appendix A, <u>Summary of Anticipated Work</u>. MTC has established an overall Underutilized Disadvantaged Business Enterprise (UDBE) project goal of <b>14%</b>; the UDBE goal applies to all non-discretionary tasks. Respondents are required to document their activities in the solicitation and selection of subconsultants on <i>Appendices E-3, E-4, and E-5</i>, the Local Agency Proposer UDBE</i>   |

| <u>Addendum</u> | <u>Reference</u>   | <u>Change</u>   |
|-----------------|--|---|
| <u>Item</u>     |  |   |
| 2,<br>Continued | RFQ, IV. General<br>Conditions, Article G,<br>Disadvantaged Business<br>Enterprise (DBE) Policy<br>Paragraph 2, Page 8 | Information (Consultant Contracts), Local Agency Proposer<br>DBE Information (Consultant Contracts), and UDBE<br>Information-Good Faith Efforts respectively. A report on the<br>Utilization of Disadvantaged Business Enterprises (DBE)<br>First-Tier Subcontracts must be included with all invoices.<br>MTC may withhold payment pending receipt of such report.<br>For the complete DBE participation provisions applicable to<br>this procurement, see <i>Appendix E</i> . |
| 3               | RFQ, Appendix C-1,<br>Insurance<br>Requirements, Page 18   | Appendix C-1, <u>Insurance Requirements</u> , is deleted in its<br>entirety and replaced with the attached Appendix C-1,<br><u>Insurance Requirements</u> .   |
| 4               | RFQ, Appendix E-5,<br>UDBE Information –<br>Good Faith Efforts,<br>Page 37   | Appendix E-5, <u>UDBE Information – Good Faith Efforts</u> , is<br>deleted in its entirety and replaced with the attached Appendix<br>E-5, <u>UDBE Information – Good Faith Efforts</u> .   |

The remaining provisions of the RFQ, dated April 7, 2010, as amended on April 22, 2010, remain unchanged. In the event of a conflict between this addendum and the previous version(s), this addendum shall take precedence.

Questions and Answers from the Proposer's Conference on April 30, 2010 are attached.

Any questions concerning this addendum to the RFQ should be directed to Ursula Vogler, Project Manager, at (510) 817-5785 or [uvogler@mtc.ca.gov](mailto:uvogler@mtc.ca.gov).

Sincerely,



Ann Flemer  
Deputy Executive Director, Policy

AF: UV

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## Appendix C-1, Insurance Requirements

**Minimum Insurance Coverages.** CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

|         |   |
|---------|---|
| Yes (✓) | <b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.</b>   |
| —       | <u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.  |
| —       | <u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.<br><br>MTC, FHWA, Caltrans, and their directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations. |
| —       | <u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.  |
| —       | <u>Umbrella Insurance</u> in the amount of <del>\$2,000,000</del> <u>\$5,000,000</u> providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.   |
| —       | <u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until   |

|       |  |
|-------|--|
|       | expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.  |
| _____ | <u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible. |

**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.**

|                               |  |
|-------------------------------|--|
| Representative Name and Title |  |
| Name of Authorizing Official  |  |
| Authorized Signature          |  |
| Date                          |  |

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFQ provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.**

## APPENDIX E-5, UDBE Information—Good Faith Efforts

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

*Each Task Order awarded by MTC will include a specific scope of work and Underutilized Disadvantaged Business Enterprise (UDBE) goal based on the areas identified in Appendix A, Summary of Anticipated Work. MTC established an overall Under-utilized Disadvantaged Business Enterprise (UDBE) project goal of **14%**. The information provided herein shows that a good faith effort was made.*

The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

| <u>Publications</u> | <u>Dates of Advertisement</u> |
|---------------------|-------------------------------|
| _____               | _____                         |
| _____               | _____                         |
| _____               | _____                         |
| _____               | _____                         |

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

| Names of UDBEs<br>Solicited | Date of Initial<br>Solicitation | Follow Up Methods<br>and Dates |
|-----------------------------|---------------------------------|--------------------------------|
| _____                       | _____                           | _____                          |
| _____                       | _____                           | _____                          |

| Names of UDBEs Solicited | Date of Initial Solicitation | Follow Up Methods and Dates |
|--------------------------|------------------------------|-----------------------------|
|                          |                              |                             |
|                          |                              |                             |
|                          |                              |                             |

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

| Items of Work | Bidder Normally Performs Item (Y/N) | Breakdown of Items | Amount (\$) | Percentage of Contract |
|---------------|-------------------------------------|--------------------|-------------|------------------------|
|               |                                     |                    |             |                        |
|               |                                     |                    |             |                        |
|               |                                     |                    |             |                        |

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

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Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

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- E. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

| Name of<br>Agency/Organization | Method/Date<br>of Contact | Results |
|--------------------------------|---------------------------|---------|
|--------------------------------|---------------------------|---------|

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- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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|                                   |  |
|-----------------------------------|--|
| Name of Proposing Company         |  |
| Signature of Authorizing Official |  |
| Date                              |  |